

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

Dynamic Aerostructures LLC, *et al.*,
Debtors.¹

Chapter 11

Case No. 25-10292 (LSS)

(Jointly Administered)

Related Docket No. 75

CERTIFICATION OF COUNSEL REGARDING DEBTORS' APPLICATION FOR ENTRY OF AN ORDER (A) AUTHORIZING THE RETENTION AND EMPLOYMENT OF CONFIGURE PARTNERS, LLC AND CONFIGURE PARTNERS SECURITIES, LLC AS INVESTMENT BANKER FOR THE DEBTORS AND DEBTORS IN POSSESSION, PURSUANT TO 11 U.S.C. §§ 327(A) AND 328, EFFECTIVE AS OF THE PETITION DATE, (B) WAIVING CERTAIN INFORMATION REQUIREMENTS IMPOSED BY LOCAL RULE 2016-1, AND (C) GRANTING RELATED RELIEF

The undersigned counsel for the above-captioned debtors and debtors in possession (the “**Debtors**”) hereby certifies as follows:

1. On March 4, 2025, the Debtors filed the *Debtors' Application for Entry of an Order (A) Authorizing the Retention and Employment of Configure Partners, LLC and Configure Partners Securities, LLC as Investment Banker for the Debtors and Debtors in Possession, Pursuant to 11 U.S.C. §§ 327(a) and 328, Effective as of the Petition Date, (B) Waiving Certain Information Requirements Imposed by Local Rule 2016-1, and (C) Granting Related Relief* [Docket No. 75] (the “**Application**”).

2. Pursuant to the notice of Application, the deadline to file objections regarding the relief requested in the Application was set for March 18, 2025, at 4:00 p.m. (Eastern Time).

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are: Dynamic Aerostructures LLC (3076); Dynamic Aerostructures Intermediate LLC (9800); and Forrest Machining LLC (3421). The Debtors' service address is 27756 Avenue Mentry, Valencia, California 91355.



3. Prior to the Objection Deadline, the Debtors received comments from the United States Trustee (the “**U.S. Trustee**”).

4. The Debtors hereby submit a revised form of order (the “**Revised Order**”), attached hereto as **Exhibit A**, which reflects changes in response to the comments received. The Revised Order has been reviewed by counsel to the U.S. Trustee and is acceptable to the U.S. Trustee.

5. Attached as **Exhibit B** is a blackline of the Revised Order against the order filed with the Motion.

WHEREFORE, the Debtors respectfully request that the Court enter the Revised Order attached hereto as **Exhibit A** at its earliest convenience.

Dated: March 20, 2025

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Proposed Counsel to the Debtors and Debtors in Possession

EXHIBIT A

Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Dynamic Aerostructures LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 25-10292 (LSS)

(Jointly Administered)

Ref. Docket No. 75

**ORDER (I) AUTHORIZING THE RETENTION
AND EMPLOYMENT OF CONFIGURE PARTNERS, LLC
AND CONFIGURE PARTNERS SECURITIES, LLC AS INVESTMENT
BANKER FOR THE DEBTORS AND DEBTORS IN POSSESSION,
PURSUANT TO 11 U.S.C. §§ 327(A) AND 328, EFFECTIVE AS OF THE
PETITION DATE; (II) WAIVING CERTAIN INFORMATION REQUIREMENTS
IMPOSED BY LOCAL RULE 2016-1; AND (III) GRANTING RELATED RELIEF**

Upon the application (the “Application”)² of the debtors in the above-captioned chapter 11 cases (collectively, the “Debtors”), pursuant to sections 327(a) and 328(a) of title 11 of the United States Code, Rule 2014 of the Federal Rules of Bankruptcy Procedure, and Local Rule 2014-1 for (i) authority to employ and retain Configure Partners, LLC and Configure Partners Securities, LLC (collectively, “Configure”) as investment banker to the Debtors in these Chapter 11 Cases, effective as of the Petition Date, pursuant to the terms of the Engagement Letter and (ii) a waiver of certain information requirements of Local Rule 2016-1 and excusing compliance with certain U.S. Trustee Guidelines, all as more fully set forth in the Application; and upon consideration of the First Day Declaration and the Keenan Declaration; and this Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334,

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² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and consideration of the Application; and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided to the parties listed therein, and having found that no other or further notice need be provided; and this Court being satisfied that Configure has the capability and experience to provide the services described in the Application and that Configure does not hold an interest adverse to the Debtors or the estates respecting the matters upon which it is to be engaged; and having found that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is granted to the extent provided herein.
2. The Debtors are authorized to retain and employ Configure as investment banker to the Debtors in these Chapter 11 Cases, pursuant to the terms and conditions set forth in the Engagement Letter and this order (this “Order”), effective as of the Petition Date.
3. Except to the extent set forth herein, the Engagement Letter (together with all schedules thereto), including without limitation the Fee and Expense Structure, is approved pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, and the Debtors are authorized and directed to perform their payment, reimbursement, contribution, and indemnification obligations and their non-monetary obligations in accordance with the terms and conditions, and at the times specified, in the Engagement Letter.

4. Configure's fees in these Chapter 11 Cases, including the Monthly Fee, the M&A Transaction Fee, the Restructuring Fee, and the Financing Fee are hereby approved pursuant to section 328(a) of the Bankruptcy Code. The fees and expenses payable to Configure pursuant to the Engagement Letter and this Order shall be subject to review only pursuant to the standards set forth in 328(a) of the Bankruptcy Code and shall not be subject to the standard of review set forth in section 330 of the Bankruptcy Code. Notwithstanding anything to the contrary herein, the U.S. Trustee shall have the right to object to Configure's requests for interim and final compensation and reimbursement based on the reasonableness standard provided in section 330 of the Bankruptcy Code. This Order shall not prejudice or otherwise affect the rights of the U.S. Trustee to challenge the reasonableness of Configure's fees under the standard set forth in the preceding sentence. Accordingly, nothing in this Order or the record shall constitute a finding of fact or conclusion of law binding the U.S. Trustee with respect to the reasonableness of Configure's fees and expenses.

5. Configure shall file interim and final fee applications for the allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of this Court; *provided, however*, that the requirements of the Bankruptcy Code, the Bankruptcy Rules and Local Rule 2016-1 are hereby modified such that Configure's investment banking professionals shall only be required to maintain records of its services and work in half-hour increments.

6. Notwithstanding anything to the contrary in the Application or any of its attachments, no amounts shall be paid to Configure absent an order of this Court approving a fee application filed on notice to parties in interest in these chapter 11 cases under the procedures set

forth in any order establishing procedures for compensation and reimbursement of expenses of professionals, except that the Debtors are authorized to pay the Monthly Fee to Configure each month when required under the Engagement Letter without a prior fee statement or application, *provided* that Configure shall file interim fee applications with time entries and requests for reimbursement that comply with the Local Rules, except as otherwise expressly set forth in this Order, pursuant to the deadlines and other procedures set forth in any order establishing procedures for compensation and reimbursement of expenses of professionals.

7. In the event that Configure seeks reimbursement from the Debtors for attorneys' fees and expenses pursuant to the Application, the Engagement Letter, and this Order, the invoices and supporting time records for the attorneys' fees and expenses shall be included in Configure's own applications, both interim and final, and these invoices and time records shall be subject to the approval of this Court pursuant to sections 330 and 331 of the Bankruptcy Code without regard to whether such attorneys have been retained under section 327 of the Bankruptcy Code, and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code. Notwithstanding the foregoing, Configure shall only be reimbursed for any legal fees incurred in connection with these Chapter 11 Cases to the extent permitted under applicable law and the decisions of this Court.

8. The indemnification, contribution, and reimbursement provisions set forth in Schedule 1 to the Engagement Letter are approved, subject during the pendency of these Chapter 11 Cases to the following modifications:

- a. Subject to the provisions of subparagraphs (b) and (c) below, the Debtors are authorized to indemnify the indemnified persons in accordance with the Engagement Letter for any claim arising from, related to, or in connection with their performance of the services described in the Engagement Letter; provided, however, that the indemnified persons shall not be indemnified

for any claim arising from services under the Engagement Letter, unless such services and the indemnification, contribution, or reimbursement therefor are approved by this Court;

- b. Notwithstanding anything to the contrary in the Engagement Letter, the Debtors shall have no obligation to indemnify any person, or provide contribution or reimbursement to any person, for any claim or expense to the extent that it is either: (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from that person's gross negligence, willful misconduct or bad faith; (ii) for a contractual dispute in which the Debtors allege the breach of Configure's contractual obligations unless this Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artist Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to judicial determination as to the exclusions set forth in clauses (i) and (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which that person should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter as modified herein; and
- c. If, before the earlier of: (i) the entry of an order confirming a chapter 11 plan in these Chapter 11 Cases (that order having become a final order no longer subject to appeal); and (ii) the entry of an order closing these Chapter 11 Cases, Configure believes that it is entitled to payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, or reimbursement obligations under the Engagement Letter, including, without limitation, the advancement of defense costs, Configure must file an application before this Court, and the Debtors may not pay any such amounts to Configure before the entry of an order by this Court approving the payment. This paragraph (c) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for payment by Configure for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Configure. All parties in interest shall retain the right to object to any demand for indemnification, contribution, and/or reimbursement by Configure under the respective standards set forth above.

9. Notwithstanding any provision in the Engagement Letter to the contrary, the contribution obligations of Configure shall not be limited to the aggregate amount of fees actually received by Configure from the Debtors pursuant to the Engagement Letter. Any limitation of liability pursuant to the terms and conditions set forth in the Application, the Engagement Letter,

or any ancillary documents thereto shall not apply as to any losses, claims, damages, or liabilities for which Configure would not be entitled to indemnification under the provisions of this Order. Additionally, for the avoidance of doubt, nothing in the Engagement Letter shall release any non-Debtor third party claims, if any, against Configure.

10. Configure shall: (i) to the extent that Configure uses the services of independent contractors or subcontractors (collectively, the “Contractors”) in these Chapter 11 Cases, pass through the cost of such Contractors to the Debtors at the same rate that Configure pays the Contractors; and (ii) seek reimbursement for actual costs only. The Debtors shall ensure that the Contractors are subject to the same conflicts checks as required for Configure and file with this Court such disclosures required by Bankruptcy Rule 2014.

11. Any M&A Transaction Fees due to Configure as a result of the closing of any M&A Transaction shall be segregated and escrowed (for the exclusive benefit of Configure) from the proceeds of such M&A Transaction (including, without limitation, from the proceeds of any liquidation or other disposition of the Debtors’ assets), as an express carve-out from the collateral of the Debtors’ pre- and postpetition secured lenders, prior to any other use or distribution of such proceeds. If any M&A Transaction is the result of a Successful Bid (including on account of any successful credit bid) without a cash component sufficient to pay the corresponding M&A Transaction Fee due to Configure in full, then any resulting unpaid portion of the M&A Transaction Fee due to Configure shall be segregated and escrowed (for the exclusive benefit of Configure) at the closing of such M&A Transaction from the available cash of the Debtors, as an express carve-out from the collateral of the Debtors’ pre- and postpetition secured lenders. For the avoidance of doubt, nothing in this Order shall prohibit or be construed to prohibit the use of any unencumbered assets of the Debtors or the proceeds thereof to pay any fees and expenses of

Configure or the assertion or allowance of an administrative priority claim under sections 503(b)(2) and 507(a)(2) of the Bankruptcy Code, if applicable, on account of any fees or expenses of Configure.

12. In no event shall Configure be paid both a Restructuring Fee and an M&A Transaction Fee, or both an M&A Transaction Fee and a Financing Fee. In either case (*i.e.*, if both a Restructuring and an M&A Transaction are consummated, or an M&A Transaction and a Financing are consummated), Configure shall only be paid the higher of the two applicable fees. For the avoidance of doubt, Configure may earn and be paid both one or more DIP Financing Fees and M&A Transaction Fees. For the further avoidance of doubt, any such DIP Financing Fees shall be credited against any Restructuring Fee or M&A Transaction Fee subsequently payable.

13. Notwithstanding anything to the contrary in Section 7 of the Engagement Letter, any termination of the Engagement Letter may only be done on fourteen (14) days' written notice from the terminating party to the non-terminating party.

14. Notwithstanding anything to the contrary in the Application, the Engagement Letter, or the Keenan Declaration, during the pendency of these Chapter 11 Cases, Section 9(ii) of the Engagement Letter concerning fiduciary duties shall have no force or effect.

15. Notwithstanding anything to the contrary in the Application, the Engagement Letter, or the Keenan Declaration, during the pendency of these Chapter 11 Cases, the second paragraph of Section 10 of the Engagement Letter regarding liquidated damages shall have no force or effect.

16. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be effective and enforceable immediately upon entry hereof.

17. Configure shall use its best efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in these Chapter 11 Cases.

18. In the event of any inconsistency between the Engagement Letter, the Application, and this Order, this Order shall govern.

19. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

20. Notwithstanding any term in the Engagement Letter to the contrary, this Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

EXHIBIT B

Redline Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Dynamic Aerostructures LLC, *et al.*,

Debtors.¹

Chapter 11

Case No. 25-10292 (LSS)

(Jointly Administered)

Ref. Docket No. ~~—~~[75](#)

**ORDER (I) AUTHORIZING THE RETENTION
AND EMPLOYMENT OF CONFIGURE PARTNERS, LLC
AND CONFIGURE PARTNERS SECURITIES, LLC AS INVESTMENT
BANKER FOR THE DEBTORS AND DEBTORS IN POSSESSION,
PURSUANT TO 11 U.S.C. §§ 327(A) AND 328, EFFECTIVE AS OF THE
PETITION DATE; (II) WAIVING CERTAIN INFORMATION REQUIREMENTS
IMPOSED BY LOCAL RULE 2016-1; AND (III) GRANTING RELATED RELIEF**

Upon the application (the “Application”)² of the debtors in the above-captioned chapter 11 cases (collectively, the “Debtors”), pursuant to sections 327(a) and 328(a) of title 11 of the United States Code, Rule 2014 of the Federal Rules of Bankruptcy Procedure, and Local Rule 2014-1 for (i) authority to employ and retain Configure Partners, LLC and Configure Partners Securities, LLC (collectively, “Configure”) as investment banker to the Debtors in these Chapter 11 Cases, effective as of the Petition Date, pursuant to the terms of the Engagement Letter and (ii) a waiver of certain information requirements of Local Rule 2016-1 and excusing compliance with certain U.S. Trustee Guidelines, all as more fully set forth in the Application; and upon consideration of the First Day Declaration and the Keenan Declaration; and this Court having

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² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and consideration of the Application; and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided to the parties listed therein, and having found that no other or further notice need be provided; and this Court being satisfied that Configure has the capability and experience to provide the services described in the Application and that Configure does not hold an interest adverse to the Debtors or the estates respecting the matters upon which it is to be engaged; and having found that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is granted to the extent provided herein.
2. The Debtors are authorized to retain and employ Configure as investment banker to the Debtors in these Chapter 11 Cases, pursuant to the terms and conditions set forth in the Engagement Letter and this order (this “Order”), effective as of the Petition Date.
3. Except to the extent set forth herein, the Engagement Letter (together with all schedules thereto), including without limitation the Fee and Expense Structure, is approved pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, and the Debtors are authorized and directed to perform their payment, reimbursement, contribution, and indemnification

obligations and their non-monetary obligations in accordance with the terms and conditions, and at the times specified, in the Engagement Letter.

4. Configure's fees in these Chapter 11 Cases, including the Monthly Fee, the M&A Transaction Fee, the Restructuring Fee, and the Financing Fee are hereby approved pursuant to section 328(a) of the Bankruptcy Code. The fees and expenses payable to Configure pursuant to the Engagement Letter and this Order shall be subject to review only pursuant to the standards set forth in 328(a) of the Bankruptcy Code and shall not be subject to the standard of review set forth in section 330 of the Bankruptcy Code. Notwithstanding anything to the contrary herein, the U.S. Trustee shall have the right to object to Configure's requests for interim and final compensation and reimbursement based on the reasonableness standard provided in section 330 of the Bankruptcy Code. This Order shall not prejudice or otherwise affect the rights of the U.S. Trustee to challenge the reasonableness of Configure's fees under the standard set forth in the preceding sentence. Accordingly, nothing in this Order or the record shall constitute a finding of fact or conclusion of law binding the U.S. Trustee with respect to the reasonableness of Configure's fees and expenses.

5. Configure shall file interim and final fee applications for the allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of this Court; *provided, however*, that the requirements of the Bankruptcy Code, the Bankruptcy Rules and Local Rule 2016-1 are hereby modified such that Configure's investment banking professionals shall only be required to maintain ~~summary~~ records of its services and work in half-hour increments.

6. Notwithstanding anything to the contrary in the Application or any of its attachments, no amounts shall be paid to Configure absent an order of this Court approving a fee application filed on notice to parties in interest in these chapter 11 cases under the procedures set forth in any order establishing procedures for compensation and reimbursement of expenses of professionals, except that the Debtors are authorized to pay the Monthly Fee to Configure each month when required under the Engagement Letter without a prior fee statement or application, *provided* that Configure shall file interim fee applications with time entries and requests for reimbursement that comply with the Local Rules, except as otherwise expressly set forth in this Order, pursuant to the deadlines and other procedures set forth in any order establishing procedures for compensation and reimbursement of expenses of professionals.

7. In the event that Configure seeks reimbursement from the Debtors for attorneys' fees and expenses pursuant to the Application, the Engagement Letter, and this Order, the invoices and supporting time records for the attorneys' fees and expenses shall be included in Configure's own applications, both interim and final, and these invoices and time records shall be subject to the approval of this Court pursuant to sections 330 and 331 of the Bankruptcy Code without regard to whether such attorneys have been retained under section 327 of the Bankruptcy Code, and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code. Notwithstanding the foregoing, Configure shall only be reimbursed for any legal fees incurred in connection with these Chapter 11 Cases to the extent permitted under applicable law and the decisions of this Court.

8. The indemnification, contribution, and reimbursement provisions set forth in Schedule 1 to the Engagement Letter are approved, subject during the pendency of these Chapter 11 Cases to the following modifications:

- a. Subject to the provisions of subparagraphs (b) and (c) below, the Debtors are authorized to indemnify the indemnified persons in accordance with the Engagement Letter for any claim arising from, related to, or in connection with their performance of the services described in the Engagement Letter; provided, however, that the indemnified persons shall not be indemnified for any claim arising from services ~~other than the services provided~~ under the Engagement Letter, unless such services and the indemnification, contribution, or reimbursement therefor are approved by this Court;
- b. Notwithstanding anything to the contrary in the Engagement Letter, the Debtors shall have no obligation to indemnify any person, or provide contribution or reimbursement to any person, for any claim or expense to the extent that it is either: (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from that person's gross negligence, ~~or~~ willful misconduct or bad faith; (ii) for a contractual dispute in which the Debtors allege the breach of Configure's contractual obligations unless this Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artist Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to judicial determination as to the exclusions set forth in clauses (i) and (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which that person should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter as modified herein; and
- c. If, before the earlier of: (i) the entry of an order confirming a chapter 11 plan in these Chapter 11 Cases (that order having become a final order no longer subject to appeal); and (ii) the entry of an order closing these Chapter 11 Cases, Configure believes that it is entitled to payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, or reimbursement obligations under the Engagement Letter, including, without limitation, the advancement of defense costs, Configure must file an application before this Court, and the Debtors may not pay any such amounts to Configure before the entry of an order by this Court approving the payment. This paragraph (c) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for payment by Configure for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors'

obligation to indemnify Configure. All parties in interest shall retain the right to object to any demand for indemnification, contribution, and/or reimbursement by Configure under the respective standards set forth above.

9. Notwithstanding any provision in the Engagement Letter to the contrary, the contribution obligations of Configure shall not be limited to the aggregate amount of fees actually received by Configure from the Debtors pursuant to the Engagement Letter. Any limitation of liability pursuant to the terms and conditions set forth in the Application, the Engagement Letter, or any ancillary documents thereto shall not apply as to any losses, claims, damages, or liabilities for which Configure would not be entitled to indemnification under the provisions of this Order. Additionally, for the avoidance of doubt, nothing in the Engagement Letter shall release any non-Debtor third party claims, if any, against Configure.

910. Configure shall: (i) to the extent that Configure uses the services of independent contractors or subcontractors (collectively, the “Contractors”) in these Chapter 11 Cases, pass through the cost of such Contractors to the Debtors at the same rate that Configure pays the Contractors; and (ii) seek reimbursement for actual costs only. The Debtors shall ensure that the Contractors are subject to the same conflicts checks as required for Configure and file with this Court such disclosures required by Bankruptcy Rule 2014.

1011. Any M&A Transaction Fees due to Configure as a result of the closing of any M&A Transaction shall be segregated and escrowed (for the exclusive benefit of Configure) from the proceeds of such M&A Transaction (including, without limitation, from the proceeds of any liquidation or other disposition of the Debtors’ assets), as an express carve-out from the collateral of the Debtors’ pre- and postpetition secured lenders, prior to any other use or distribution of such proceeds. If any M&A Transaction is the result of a Successful Bid

(including on account of any successful credit bid) without a cash component sufficient to pay the corresponding M&A Transaction Fee due to Configure in full, then any resulting unpaid portion of the M&A Transaction Fee due to Configure shall be segregated and escrowed (for the exclusive benefit of Configure) at the closing of such M&A Transaction from the available cash of the Debtors, as an express carve-out from the collateral of the Debtors' pre- and postpetition secured lenders. For the avoidance of doubt, nothing in this Order shall prohibit or be construed to prohibit the use of any unencumbered assets of the Debtors or the proceeds thereof to pay any fees and expenses of Configure or the assertion or allowance of an administrative priority claim under sections 503(b)(2) and 507(a)(2) of the Bankruptcy Code, if applicable, on account of any fees or expenses of Configure.

~~11~~12. In no event shall Configure be paid both a Restructuring Fee and an M&A Transaction Fee, or both an M&A Transaction Fee and a Financing Fee. In either case (*i.e.*, if both a Restructuring and an M&A Transaction are consummated, or an M&A Transaction and a Financing are consummated), Configure shall only be paid the higher of the two applicable fees. For the avoidance of doubt, Configure may earn and be paid both one or more DIP Financing Fees and M&A Transaction Fees. For the further avoidance of doubt, any such DIP Financing Fees shall be credited against any Restructuring Fee or M&A Transaction Fee subsequently payable.

13. Notwithstanding anything to the contrary in Section 7 of the Engagement Letter, any termination of the Engagement Letter may only be done on fourteen (14) days' written notice from the terminating party to the non-terminating party.

14. Notwithstanding anything to the contrary in the Application, the Engagement Letter, or the Keenan Declaration, during the pendency of these Chapter 11 Cases, Section 9(ii) of the Engagement Letter concerning fiduciary duties shall have no force or effect.

15. Notwithstanding anything to the contrary in the Application, the Engagement Letter, or the Keenan Declaration, during the pendency of these Chapter 11 Cases, the second paragraph of Section 10 of the Engagement Letter regarding liquidated damages shall have no force or effect.

~~12~~16. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be effective and enforceable immediately upon entry hereof.

~~13~~17. Configure shall use its best efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in these Chapter 11 Cases.

~~14~~18. In the event of any inconsistency between the Engagement Letter, the Application, and this Order, this Order shall govern.

~~15~~19. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

~~16~~20. Notwithstanding any term in the Engagement Letter to the contrary, this Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Summary report:	
Litera Compare for Word 11.4.0.111 Document comparison done on	
3/14/2025 1:13:10 PM	
Style name: Underline Strikethrough	
Intelligent Table Comparison: Active	
Original DMS: iw://worksite.us.dentons.com/US_ACTIVE/129536976/1	
Modified DMS: iw://worksite.us.dentons.com/US_ACTIVE/129536976/2	
Changes:	
Add	16
Delete	12
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	28